

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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FAIR ISAAC CORPORATION,

Court File No. 16-cv-1054 (WMW/DTS)

Plaintiff,

v.

**FEDERAL'S AMENDED NOTICE  
OF 30(b)(6) DEPOSITION OF  
PLAINTIFF FAIR ISAAC  
CORPORATION**

FEDERAL INSURANCE COMPANY,  
an Indiana corporation, and ACE  
AMERICAN INSURANCE COMPANY,  
a Pennsylvania corporation,

Defendants.

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TO: Fair Isaac Corporation, c/o Allen Hinderaker, Heather Kliebenstein, and Michael A. Erbele, Merchant & Gould P.C., 3200 IDS Center, 80 South Eighth Street, Minneapolis, MN 55402;

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Defendant Federal Insurance Company ("Federal") will take the deposition upon oral examination of Plaintiff Fair Isaac Corporation ("FICO") by its designated witness or witnesses regarding the topics identified in Attachment A attached hereto at **9:00 a.m. on January 25, 2019** at the offices of Fredrikson & Byron P.A., 200 South Sixth Street, Suite 4000, Minneapolis, Minnesota. The deposition will be taken before and transcribed by a notary public or other officer authorized to administer oaths and record testimony. The testimony will be recorded by stenographic and videographic means.

TAB D

Dated: January 8, 2019

*s/ Christopher D. Pham*

Terrence J. Fleming (#0128983)

[tfleming@fredlaw.com](mailto:tfleming@fredlaw.com)

Lora M. Friedemann (#0259615)

[lfriedemann@fredlaw.com](mailto:lfriedemann@fredlaw.com)

Leah Janus (#0337365)

[ljanus@fredlaw.com](mailto:ljanus@fredlaw.com)

Christopher D. Pham (#0390165)

[cpham@fredlaw.com](mailto:cpham@fredlaw.com)

**FREDRIKSON & BYRON, P.A.**

200 South Sixth Street, Suite 4000

Minneapolis, MN 55402-1425

(612) 492-7000 (tel.)

(612) 492-7077 (fax)

*Attorneys for Defendants*

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ATTACHMENT A

INSTRUCTIONS

1. You are required to appear at the taking of a deposition to testify responsive to the following topics. You are required to furnish such information as is available to you, including but not limited to, information known to your officers, employees, agents, or anyone acting for or on your behalf.

2. If you have no information about the subject of a particular category or if for some reason you are unable to answer it, the response should specifically so state.

3. If you assert a claim of privilege in objection to any topic or question, identify the nature and basis of the privilege claimed, and provide as much of the following information as is not encompassed by the privilege: type; general subject matter and purpose; date; the names of persons making or receiving the communication, and of those present when it was made; the relationship of the named person to the author or speaker; and any other information upon which you may rely to support your claim of privilege or the immunity from discovery.

AMENDED 30(B)(6) DEPOSITION TOPICS

1. Fair Isaac Corporation's ("FICO") understanding of the scope of the Blaze Advisor® software license agreement with Federal Insurance Company ("Federal").

2. Identification of all FICO employees, representatives, or agents that communicated (i.e., involved in any meetings, emails, or phone conferences) with any employees, representatives, or agents of Federal and/or Chubb & Son, a division of

Federal, both in the United States and/or internationally, regarding the licensing of the Blaze Advisor® software.

3. Identification of all FICO employees, representatives, or agents that communicated with (i.e., involved in any meetings, emails, or phone conferences) and/or assisted any employees, representatives, or agents of Chubb & Son, a division of Federal, both in the United States and/or internationally, regarding the use, installation, implementation, downloading of, or programing of the Blaze Advisor® software.

4. FICO's knowledge with respect to the use of Blaze Advisor® software by Federal and/or Chubb & Son, a division of Federal.

5. FICO's communications with Federal and/or Chubb & Son, a division of Federal regarding the use, installation, implementation, downloading of, or programming of the Blaze Advisor® software at Federal and/or Chubb & Son, a division of Federal.

6. FICO's participation with or assistance to Federal and/or Chubb & Son, a division of Federal regarding the use, installation, implementation, downloading of, or programming of the Blaze Advisor® software at Federal and/or Chubb & Son, a division of Federal.

7. Any assistance by FICO, including identification of the FICO employees, in the installation of Blaze Advisor® software on servers located outside of the United States, including but not limited to the United Kingdom, Canada, and Australia.

8. Identification of all FICO employees, representatives, or agents involved in FICO's decision to terminate the license, and the grounds for the decision.

9. FICO's alleged damages in this action.

10. FICO's responses to Federal's document requests, and the efforts made to identify and collect responsive documents.

11. Identification of all FICO employees, representatives, or agents involved in the decision to provide a licensee with the right to continue using the Blaze Advisor® software when such use is believed to be the subject of an infringement or misappropriation claim.

12. Identification of all FICO employees, representatives, or agents involved in the decision to replace or modify the Blaze Advisor® software when use of the software is believed to be the subject of an infringement or misappropriation claim.

13. Identification of all FICO employees, representatives, or agents involved in the decision to terminate the Blaze Advisor® software license when use of the software is believed to be the subject of an infringement or misappropriation claim.

14. Identification of all FICO employees, representatives, or agents receiving and/or responding to audit request documents, including without limitation, all logs and records of legal requests relating to the software license agreement with Federal.

15. Identification of all FICO employees, representatives, or agents involved in the development in any way the rules that were implemented in Blaze Advisor® for Federal's use.

16. Identification of all rules that were implemented in Blaze Advisor® for Federal's use.

17. FICO's pricing method for Blaze Advisor® for the past eight (8) years.

18. FICO's criteria used in pricing Blaze Advisor® for the past eight (8) years.

19. Prices FICO charged all current and former clients over the past eight (8) years for both Cloud-based software and on-premises software, including all calculation methods for pricing.

20. Identification of all FICO employees, representatives, or agents involved in the creation of the standard contract language for software license agreements over the past eight (8) years.

21. Compensation information for salespeople for the past eight (8) years.

CERTIFICATE OF SERVICE

I hereby certify that on January 8, 2019, a copy of the foregoing was emailed to the following attorneys of record for Plaintiff Fair Isaac Corporation:

Allen Hinderaker, MN Bar # 45787  
Heather Kliebenstein, MN Bar # 337419  
Michael A. Erbele, MN Bar # 393635  
MERCHANT & GOULD P.C.  
3200 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402-2215  
Tel: (612) 332-5300  
Fax: (612) 332-9081  
[ahinderaker@merchantgould.com](mailto:ahinderaker@merchantgould.com)  
[hkliebenstein@merchantgould.com](mailto:hkliebenstein@merchantgould.com)  
[merbele@merchantgould.com](mailto:merbele@merchantgould.com)

January 8, 2019

/s/ Brenda Haberman

Brenda Haberman